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Author: Saundra Martinez			

Environmental Restoration Project Quality Procedure

for:

Obtaining Access Agreements for Non-DOE-Owned Property

Los Alamos
NATIONAL LABORATORY

Los Alamos, New Mexico 87545

Los Alamos National Laboratory, an affirmative action/equal opportunity employer, is operated by the University of California for the United States Department of Energy under contract W-7405-ENG-36.

Obtaining Access Agreements for Non-DOE-Owned Property

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Obtaining Access Agreements for Non-DOE-Owned Property

NOTE: Subcontractors may follow this quality procedure (QP) for obtaining access agreements for non-DOE-owned property or may use their own procedure(s) as long as the substitute meets the requirements prescribed by the Laboratory's LPR 308-00-00.1, Quality, and have been approved by the Environmental Restoration (ER) Project's Quality Program Project Leader (QPPL) before the commencement of the designated activities.

NOTE: ER Project personnel may produce paper copies of this procedure printed from the controlled-document electronic file located at <http://erinternal.lanl.gov/documents/Procedures/qps.htm>. However, it is their responsibility to ensure that they are trained to and utilizing the current version of this procedure. The author may be contacted if text is unclear.

1.0 PURPOSE

This QP states the responsibilities and describes the process for obtaining a property access agreement between the Department of Energy-Los Alamos Area Office, (DOE-LAAO), Los Alamos National Laboratory (Laboratory), the University of California (UC), and a non-DOE property owner.

Note: Annual access agreements are routinely established on an as needed basis with the Los Alamos County, San Ildefonso Pueblo, and others.

Note: This QP supercedes the ER Project administrative procedure AP-03.4, Obtaining Access Agreements for Non-DOE Owned Property for Purposes of Resource Conservation and Recovery Act Facility Investigations and Remediation.

2.0 DEFINITIONS

- 2.1 Access agreement— A contract between the DOE-LAAO, the Laboratory (for the University of California), and the owner or trustee of non-DOE-owned property. The access agreement allows the DOE and the Laboratory access to privately owned property to conduct monitoring, surveying, excavating, sampling, and possible remediation activities.
- 2.2 Non-DOE-owned property — Land and buildings (real estate) owned or held in trust by an individual, company, corporation, government agency, Los Alamos County, Indian pueblo, or nonprofit organization.
- 2.3 Key customer mailing list — The official Laboratory mailing list that is maintained by the Laboratory Community Relations Office that contains the

names of individuals and organizations outside of the Laboratory who are affected by or interested in the conduct of ER Project activities.

- 2.4 ER Project Records Processing Facility (RPF) — The facility where all records pertaining to the ER Project are received, processed, and archived for safe storage and retrieval.

3.0 RESPONSIBLE PERSONNEL

The following personnel are responsible for activities identified in Section 4.0 of this procedure.

- 3.1 Communications & Outreach (C&O) Team Liaison
- 3.2 Focus Area Team Leader (FATL)

4.0 PROCEDURE

4.1 Identify the Need for an Access Agreement

- 4.1.1 As field activities that are expected to require the use of an access agreement become known during the fiscal year, the responsible **FATL** must identify them to the C&O Team Liaison as soon as possible, and preferably at least 60 days before the initiation of the field activities.

4.2 Draft and Complete the Access Agreement

After the C&O Team Liaison notifies a non-DOE property owner or homeowner association that the property contains or is located near a potential release site (PRS) or otherwise requires access for ER Project-related work, it is necessary for the DOE-LAAO and the Laboratory to enter into an access agreement with the property owner before the ER Project can undertake characterization and ultimate remediation of the property.

- 4.2.1 The **C&O Team Liaison** prepares a draft access agreement from the standard template for an agreement (Attachment A) and a draft of the text for the access-agreement transmittal letter (Attachment B).
- 4.2.2 The **C&O Team Liaison** has the property owner complete a Property Owner Representatives Information form (Attachment C) to ensure that the ER Project can maintain official contact with the property owner even when he or she is absent.
- 4.2.3 If the activities to be conducted at the property are sampling or surveying, the **FATL** must develop a property-specific survey and sampling plan for each property owner or homeowner association. An example of a standard survey and sampling plan is included as Attachment D.

4.2.4 If the activities to be conducted at the property are other than surveying or sampling (e.g., conducting excavation and/or remediation action), the **FATL**, with support from the **C&O Team Liaison**, must develop an activity-specific work plan that addresses the scope of the activities to be performed. This plan likewise shall be provided to the property owner.

Note: In some instances, it may be appropriate to attach a summary of the workplan to the access agreement in lieu of attaching the work plan itself, as determined by the FATL and the C&O Team Liaison.

4.2.5 The **C&O Team Liaison** prepares all required elements of the access agreement and submits the package to the Laboratory Counsel office for legal review and approval.

4.2.6 The **C&O Team Liaison** submits the draft text of the access-agreement transmittal letter to the ER Project Office administrator for formatting in the Project Office letter template.

Note: Be sure to inform the ER Project Office administrator that you will need two (2) original copies of the transmittal letter for the signature process.

4.2.7 Upon completion of the Laboratory Counsel review, the **C&O Team Liaison** submits the two copies of both the access agreement and its transmittal letter to the Division Director of the Environmental Science & Waste Technology (E) Division, the DOE-LAAO area manager, and the property owner (access agreement only) for review and signature approval.

Note: The Laboratory E-Division Director and the DOE-LAAO area manager may delegate signature authority for these agreements.

4.2.8 The **C&O Team Liaison** will ensure that the property owner signs two original copies of the access agreement.

4.2.9 When all parties have signed the access agreement, the **C&O Team Liaison** will ensure that one of the signed original access agreements and its transmittal letter are submitted to the RPF.

4.2.10 The **C&O Team Liaison** will hand-deliver or mail the second of the signed original copies of the access agreement and its transmittal letter to the property owner.

Note: There may be occasions when it is more appropriate that the agreement be sent by registered mail. The C&O Team Liaison should contact the property owner before the agreement is mailed.

4.2.11 The **C&O Team Liaison** will distribute photocopies of the signed access agreement to

- the DOE-LAAO area manager;
- the FATL; and
- other DOE and/or Laboratory representatives, as appropriate.

Note: ER Project field activities may also involve personnel from DOE-LAAO and regulatory personnel from the US Environmental Protection Agency (EPA) and the State of New Mexico who also may need access to non-DOE-owned property. However, only DOE and the UC ER Project personnel, and their representatives, are covered by the access agreement unless exceptions are specifically listed therein.

4.3 Negotiating and Modifying the Access Agreement

4.3.1 The **C&O Team Liaison** will interface with the property owner to resolve questions and negotiate changes to the access agreement with all involved parties.

4.3.2 If substantive revisions need to be made to the access agreement, the **C&O Team Liaison** must submit the proposed changes to the access agreement to the DOE-LAAO area manager and Laboratory Counsel to obtain their concurrence.

4.3.3 The **C&O Team Liaison** will ensure that the modified access agreement is presented to the property owner for signature approval only after it has been approved and signed by the Laboratory's E-Division Director and the DOE-LAAO area manager.

Note: Should subsequent modifications become necessary during the effective life of the Access Agreement, they shall be subject to the same approval and record-keeping process (Sections 4.0 and 5.0 of this procedure) as the original agreement.

4.4 Disposition of Copies of the Signed Access Agreement

4.4.1 The **C&O Team Liaison** must ensure one of the two completed, signed original copies of the access agreement and its transmittal letter are submitted to the Records Processing Facility (RPF).

4.4.2 The **C&O Team Liaison** will also provide the property owner with the other completed, signed original copy of the access agreement for their files.

4.4.3 The **C&O Team Liaison** will distribute photocopies of the signed agreement to the parties specified in Section 4.2.10 of this procedure.

5.0 RECORDS

The **C&O Team Liaison** is responsible for submitting the following records (processed in accordance with QP-4.4, Record Transmittal to the Records Processing Facility) to the RPF:

- 5.1 an original signed copy of the property access agreement—including any attachments and
- 5.2 an original signed copy of the property access agreement transmittal letter and its ER Project Document Signature Form.

6.0 TRAINING

- 6.1 All users of this QP are trained by self-study, and the training is documented in accordance with QP-2.2, Personnel Orientation and Training (and is documented appropriately in the ER Project Training Database [<http://erinternal.lanl.gov/Training/Training.asp>]).
- 6.2 The **supervisor** will monitor the proper implementation of this procedure and ensure that relevant team members have completed all applicable training assignments in accordance with QP-2.2, Personnel Orientation and Training.

7.0 ATTACHMENTS

The document user may employ documentation formats different from those attached to/named in this procedure—as long as the substituted formats in use provide, as a minimum, the information required in the official forms developed by the procedure.

Attachment A: Example of a Standard Los Alamos National Laboratory Property-Access Agreement (7 pages)

Attachment B: Example of a Standard Los Alamos National Laboratory Property-Access Agreement Transmittal Letter (2 pages)

Attachment C: Property Owner Representatives Information form (1 page)

Attachment D: Example of a Los Alamos National Laboratory Environmental Restoration Project Property-Specific Survey and Sampling Plan (2 pages)

**Example of a Standard Los Alamos National Laboratory
Property-Access Agreement**

ACCESS AGREEMENT

between

THE US DEPARTMENT OF ENERGY
LOS ALAMOS AREA OFFICE AND
THE UNIVERSITY OF CALIFORNIA REGENTS

and

[INSERT PRIVATE PARTY/PROPERTY OWNER NAME]

This document is available online via a link from the form title in Section 7.0.

For the property legally described as:

[provide legal description of property in question]

Los Alamos

NATIONAL LABORATORY

Los Alamos, New Mexico 87545

Los Alamos National Laboratory, an affirmative action/equal opportunity employer, is operated by the University of California for the United States Department of Energy under contract W-7405-ENG-36.

Access Agreement

with the

[insert Private Party/Property Owner name]

and the

United States of America

acting by and through the

US Department of Energy through its Los Alamos Area Office,

and the

Regents of the University of California

for the property
legally described as

[provide legal description of property in question]

This Access Agreement (hereafter referred to as the "Agreement") is entered into between [insert Private Party/Property Owner name] (hereafter referred to as the "Owners"), and the United States of America acting by and through the US Department of Energy (hereafter referred to as the "DOE") through its Los Alamos Area Office, and the Regents of the University of California (hereafter referred to as the "University").

Background and Purpose. The federal government owns the land and facilities known as Los Alamos National Laboratory (hereafter referred to as the "Laboratory"). The Laboratory is managed and operated by the University pursuant to a contract with DOE. Certain land and facilities previously owned by the federal government and managed and operated by the University have been transferred to private and other federal or local government ownership.

The New Mexico Environment Department (NMED) has issued DOE and the University a permit under the authority of the Resource Conservation and Recovery Act (RCRA) of 1980, as amended by the Hazardous and Solid Waste Amendments (HSWA), to operate certain hazardous waste treatment and storage facilities at the Laboratory. Module VIII requires DOE and the University to perform a RCRA Facility Investigation (RFI) for specified solid waste management units (SWMUs) to address suspected or known releases. Sampling and subsequent analysis of materials collected from these properties is required to determine whether corrective action is necessary or to determine that no further action (NFA) is needed.

The purpose of this Agreement is to allow DOE and the University, and their authorized representatives, to enter the Owner's property described in Paragraph 1 below to perform surface and subsurface sampling as well as other field activities, all as more particularly described in Attachment B of this Agreement (hereafter referred to as the "Work"), on the Owner's property, subject to the terms and conditions of this Agreement.

On the basis of the considerations stated in this Agreement, the parties agree as follows:

1. Right of Entry, Inspection, and Sample Gathering. The Owner owns and controls the property legally described as [provide legal description of property in question] (hereafter referred to as the "Property"). From the date of this Agreement until [insert the date of the end of the current calendar year], DOE and the University, their authorized representatives, contractors and subcontractors, and authorized representatives of other federal and state agencies shall have the right, at their own cost, expense, liability, and risk, to enter the Property in order to perform the Work. DOE and the University shall be responsible for any reporting, sampling or cleanup, response, transport, and handling required as a consequence of any spill, discharge, or other occurrence during, following, or preceding the commencement of the Work.

2. Work to be Performed. DOE and the University will implement the Work as described in Attachment B that is incorporated into this Agreement. DOE and the University shall provide everything necessary to perform and complete the Work. DOE and the University shall have sole responsibility for the Work performed and shall be responsible for directing and controlling their employees and subcontractors as to the manner and means of accomplishing the Work.

3. Nonconfidentiality and Notification of Results. DOE and the University will maintain documentation of all activities performed at the site. DOE and the University will treat all quality assured, validated data, reports, and information that relates to the field activity as public information.

4. Owner's Presence during Response (or Remediation) Activities. DOE and the University shall give reasonable notice to the Owners before entering on to the Owner's property to perform any part of the Work. The Owner may be present or have a representative present at all times during all phases of the Work to be accomplished on the Owner's property. The person or persons to be present on behalf of the Owner will be identified by the Owner in Attachment A to this Agreement. For purposes of this paragraph, "reasonable notice" means that DOE or the University shall notify the Owner in writing seven (7) days before the date on which DOE and the University intend to enter the property. This written notification will be followed by a phone confirmation to the designated Owner's representative 24 hours before the intended date of entry. If conditions beyond DOE's or University's control should interfere with the established date of entry, DOE or the University shall provide a 24-hour cancellation notice to the designated Owner's representative.

5. Handling, Transport, and Disposition of Remediation Materials. DOE and the University shall, at their own expense, liability, and risk perform all response and remediation activities contemplated by the Work and as otherwise required by any applicable law, regulation, ordinance, or directive of whatsoever nature. Upon completion of the response and remediation activities contemplated by the Work, DOE and the University shall become solely responsible for any and all materials gathered or collected in the process and shall become the owner thereof. DOE and the University will, as required by any applicable law, regulation, ordinance, or directive of whatsoever nature, appropriately handle, transport, and dispose of any and all materials gathered or collected pursuant to the Work and any and all equipment and supplies used in conducting the Work.

6. Applicable Law and Regulations. DOE and the University will comply with all applicable laws, statutes, regulations, ordinances, or directives of whatsoever nature with respect to the Work, without limitation, all health, safety, and environmental laws, directives, ordinances, regulations, or statutes applicable to the Work, and as established in the RFI Work Plan for [insert Operable Unit designation] which is available at the Laboratory's Public Reading Room, located at 1619 Central Avenue, Los Alamos, New Mexico.

7. Notice of Unsafe Conditions. DOE and the University shall use due care throughout the Work. Whenever, in their opinion, the Work would result in unsafe conditions or damage or loss to persons or

property, DOE and the University shall immediately stop work on that portion of the project and shall notify the Owner orally followed by written notice.

8. Fitness of Employees. DOE and the University shall employ in connection with the performance of the Work only persons who are fit and skilled in the Work assigned. DOE and the University shall at all times enforce, or cause to be enforced, strict discipline and good order among the workers employed on the Work.

9. Unsafe Conditions. The Owner's liability for any unsafe, dangerous, or defective conditions on the Property is limited to that imposed by the New Mexico Tort Claims Act, N.M. Stat. Ann. § 41-4-1 et seq. (1989 Repl. Pam.). The Owner neither does nor has authority to expand that liability by the terms of this Agreement.

10. Restoration. DOE and the University shall use their best efforts to avoid interfering with the Owner's use of the Property. Upon completion of any and all activities contemplated by the Work, without limitation, sampling, testing, response and remediation activities, and/or cleanup of any affected area of the Property, DOE and the University shall repair and restore all affected areas of the Property to its original condition existing before commencement of the Work, or as close thereto as is reasonably possible. DOE and the University shall further clean up and remove all debris and materials generated pursuant to the Work on the Owner's real and personal property at DOE's sole cost, expense, liability, and risk.

11. Release of Liability. DOE and University shall be responsible for all claims, liabilities, losses, and damages that arise out of DOE's or the University's performance or failure to perform their obligations under this Agreement. Subject to the provisions of Paragraph 9, the Owner shall not be liable for any damage, injury, theft, claim, or other basis for liability in connection with the Work except to the extent that such damage, injury, or theft arises from the gross negligence or willful acts or omissions of the Owner or the Owner's invitees.

12. Sale of Owner's Property. During the term of this Agreement, the Owner shall notify DOE and the University within 10 days of any sale, foreclosure, or other transfer of the property described in Paragraph 1.

13. Notices.

(a) Notice to Owner. Any notice from DOE and University to the Owner shall be given by United States Postal Service certified, registered mail or hand delivered to:

[insert name of property Owner]
[insert property Owner's title, if applicable]
[insert company name, if applicable]
[insert street address]
[city name], New Mexico [zip code]

(b) Notice to DOE and the University. Any notice from the Owner to be given to DOE and the University shall be given by mail or personal delivery to:

[insert name of C&O Team Liaison]
Environmental Restoration Project
Los Alamos National Laboratory
Post Office Box 1663, MS M992
Los Alamos, New Mexico 87545
Telephone: (505) 66[insert phone #]

14. Entire Understanding. This Agreement sets forth the entire understanding between the Owner, DOE, and the University, with respect to the subject matter of this Access Agreement and supersedes all prior negotiations and dealings pertaining to this Agreement.

15. Modification. No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon either party unless it is established in writing and signed by each party.

16. Agreement Headings. All headings of the Articles of this Agreement have been inserted for convenience of reference only, are not to be considered a part of this Agreement, and shall in no way affect the interpretation of any of the provisions of this Agreement.

17. Appropriations and Expenditures. To the extent that provisions of this Agreement call for the expenditure of appropriated funds in fiscal years subsequent to the current fiscal year, such provisions shall be subject to the availability of funds appropriated by Congress, which may be legally expended for such purposes.

18. Effective Date. The effective date of this Agreement shall be the date of execution by DOE, the University, or the Owner, whichever is latest.

19. Term of the Agreement. The term of this Agreement shall commence on the effective date and continue until [insert the date of the end of the current calendar year], unless terminated in accordance with Paragraph 20.

20. Termination. This Agreement may be terminated by the Owner at its sole discretion with seven (7) days' notice to DOE and the University.

21. Access Agreement. This signed Access Agreement was executed on this [insert current day in ordinals (i.e., 7th)] day of [insert current month], [insert current year].

Example
This document is available online via a link from the form title in Section 7.9.

Access Agreement

with the

[insert Private Party/Property Owner name]

and the

United States of America

acting by and through the

US Department of Energy through its Los Alamos Area Office,

and the

Regents of the University of California

for the property

legally described as

[provide legal description of property in question]

For [insert Private Party/Property Owner Organization name, if applicable]:

[insert signatory's name, signatory's title, if applicable]

[insert name of signatory's organization, if applicable]

Date

For the United States Department of Energy:

[insert name], Area Manager

US Department of Energy

Los Alamos Area Office

Date

For the University of California:

[insert name], Division Director

Environmental Science and Waste Technology

Los Alamos National Laboratory

Date

Los Alamos

NATIONAL LABORATORY

Los Alamos, New Mexico 87545

Los Alamos National Laboratory, an affirmative action/equal opportunity employer, is operated by the University of California for the United States Department of Energy under contract W-7405-ENG-36.

Example of a Standard Los Alamos National Laboratory Property-Access Agreement Transmittal Letter

Los Alamos

NATIONAL LABORATORY

Los Alamos, New Mexico 87545



LANL/Environmental Management

Los Alamos, New Mexico 87545

DOE-Los Alamos Area Office

Los Alamos, New Mexico 87545

[insert ER Project Document Catalog number]

[insert transmittal date]

[Addressee's name, Addressee's title]

[Company name]

[Street address]

[City name], New Mexico [zip code]

**Subject: Access Agreement with the [insert private party/property owner name]
for the Property Legally Described as [provide legal description of
property in question]**

Salutation:

The US Department of Energy (DOE) and the Los Alamos National Laboratory's (Laboratory) Environmental Restoration (ER) Project are interested in performing field activities on the property legally described as [provide legal description of property in question].

Federal law mandates that the Laboratory's ER Project identify and clean up each site formerly used by the Laboratory. In order to facilitate this process, the enclosed access agreement requires your approval and signature. If you agree with the contents of the access agreement, please sign the two enclosed originals. Please keep one copy for your records and return the second copy to

[insert name of C&O Team Liaison]

Los Alamos National Laboratory
Environmental Restoration Project
P. O. Box 1663, Mail Stop M992
Los Alamos, New Mexico 87545

[Insert name of C&O Team Liaison] can also be reached at (505) 66[insert phone #], and s/[he] will gladly pick up the signed document.

[insert addressee's name]
[insert letter transmittal date]

[insert ER Project Document Catalog number]
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This access agreement, when signed, will allow DOE and Laboratory personnel and their contract employees access to the subject property to carry out the work described in the Property Specific Survey and Work Plan Summary (Attachment B of the access agreement). If approved, the date of this access agreement will be valid from the date of signature by the [insert company name] official, through [insert date for the end of the current calendar year].

If you have any further questions or concerns regarding this letter or the attached access agreement, please do not hesitate to call [insert name of C&O Team Liaison] at 66[insert phone #].

Sincerely,

[Insert name]

Division Director
Environmental Science & Waste Technology
Los Alamos National Laboratory

[Insert name]

Area Manager
Los Alamos Area Office
US Department of Energy

Enclosures: Access agreement between the United States of America acting by and through the US Department of Energy through its Los Alamos Area Office, and the Regents of the University of California and [insert name of private party/property owner] for the property legally described as [provide legal description of property in question]

Cy: w/ enclosures

[insert name], DOE/LA-AP, MS A316
EM Files, MS J591
[insert name], EM/ER, MS M992
[insert name], ESH-5/EM/ER, MS M992
[insert name], LC/GL, MS A187
[insert name], DOE/CNSL, MS A316
[insert name], BUS-DO, MS P119
CIC-10, MS A150
RPF, MS M992

Property Owner Representatives Information

Attachment A to the Access Agreement

Owner Representative(s) (to be completed by the property owner)

[illegible]

Signature

Print name, then sign

Date _____

QP-5.4

Los Alamos
Environmental Restoration Project

**Los Alamos National Laboratory
Environmental Restoration Project
Example of a Property-Specific Survey and Sampling Plan Summary**

Attachment B to the Access Agreement

Operable Unit: _____ TA: _____ SWMU/AOC (PRS) No(s): _____
FATL: _____ Phone Number: _____
Tract: _____ Property Address: _____
Owner: _____ Owner's Address: _____

The following field sampling activities are expected to take place at the subject property between approximately _____ and _____. Generally, the field investigation is conducted by some or all of the following field methods: (1) nonintrusive field surveys, (2) surface and/or subsurface sampling, and (3) miscellaneous sampling activities as necessary. Any locations on the property disturbed as a result of sampling activities are restored.

Field Surveys

Specifically, the following types of nonintrusive field surveys are conducted at the subject property:

- The field sampling team performs a visual site inspection to identify any conditions that would impede using a proposed sampling location and to identify any property-specific considerations.
- Geologists and field sampling team members inspect the property and map geologic/ geomorphic features (e.g., rock/soil contacts and horizons, topography, engineered fill).
- Land survey equipment (distance- and elevation- measuring devices) and personnel enter the site to locate and stake sampling points during sampling activities.
- Members of the field sampling team use various types of equipment to conduct geophysical surveys. These surveys may include the use of ground-penetrating radar; magnetometers; and devices for measuring gravity, magnetic fields, and seismic activity.
- Members of the field sampling team use various field survey instruments to identify any potential contamination and to assess conditions that may affect the health and safety of the public and field personnel.

Surface Sampling

A complete surface analyses includes an analysis of each of the following constituents:

- gross alpha, beta, or gamma radiation;
- radionuclides;
- total metals;
- explosives;
- semivolatile organics;
- polychlorinated biphenyls; and
- volatile organic analytes.

However, sampling analyses may differ from location to location.

The following methods of surface sampling will be conducted on the subject property (check [✓] all that apply). For more detailed information on the techniques and procedures to be followed, the reader is referred to the sampling analysis plan in the RFI work plan for OU _____,

- surface soil samples, which may include soil from under existing grass, will be collected from the subject property at the proposed locations indicated on the site plan (attached) at depths of 6 to 12 inches. The samples will be gathered on a predetermined grid pattern or on a judgmental basis using a stainless steel or Teflon scoop. Surface samples will be collected from various media such as surficial soil, channel sediment, and stream banks.

- ___ rock surface samples will be collected from the subject property at proposed locations as depicted on the site plan (attached), either on a predetermined grid pattern or on a judgmental basis. Rock surface samples are defined as samples recovered from rock formations with the use of a rock hammer. Rock surface samples **will** be collected from various locations such as cliff faces and rock outcrops.

Subsurface Sampling

The following methods of subsurface sampling will be conducted at the subject property (check [✓] all that apply). For more detailed information on the techniques and procedures to be followed, the reader is referred to the sampling analysis plan in the RFI work plan for OU ____.

- ___ near-surface soil samples will be collected from the subject property at the proposed locations depicted on the site plan (attached). The spade-and-scoop method will be used to obtain near-surface soil samples from depths up to 30 inches. Sample collection from depths greater than 30 inches will be accomplished with a hand auger, spades, shovels, and/or scoops. Shovels and the hand auger are used to remove surficial material to the required depth. A stainless steel or Teflon scoop or the hand auger is then used to collect the sample. The samples will either be collected on a predetermined grid pattern or on a judgmental basis.
- ___ shallow core samples will be collected manually from the subject property at proposed locations as depicted on the site plan (attached). Small-volume soil samples will be recovered from depths approaching 10 feet with a hand auger or with a thin-wall tube sampler. The samples will either be collected on a predetermined grid pattern or on a judgmental basis.
- ___ drill rig samples will be collected from ___ borings to a ___ depth at the subject property at the proposed locations depicted on the site plan (attached). Split-barrel core sampling will be accomplished in soil or rock using a hollow-stem auger drill rig. The samples **will** either be collected on a predetermined grid pattern or on a judgmental basis.
- ___ backhoe test pits and trenches will be excavated to ___ feet in depth at the subject property by the field sampling team at the proposed locations depicted on the site plan (attached). The excavation of test pits and trenches will be performed by a backhoe or trackhoe capable of excavating to a depth of 15 feet. The width and type of bucket will be determined by the ability of the equipment to function in varying soil conditions. If the excavation is at a depth of four feet or greater, Occupational Safety and Health Act standards for shoring and sloping will be followed.

Restoration of Sites Disturbed by Sampling

The following methods **will** be used to restore areas disturbed by sampling activities, as appropriate.

- Backfilling excavations and surface grading: Any excavations created during sampling will be backfilled with clean soil and compacted to restore the site to its original grade. The ground surface will be graded smooth to match pre-existing grades and will be repaved, if appropriate. This activity may require heavy equipment such as backhoes and compaction equipment.
- Repair and/or replacement of fences: Any damage to fences during sampling will be repaired to match the presampling condition of the fence.
- Landscaping: Reseeding lawns or replacing vegetation: Any lawn areas or vegetation damaged by sampling activities will be replaced or reseeded with similar plants.

Other methods will be used as necessary to restore disturbed areas.

The following notes are express provisions of the property-specific survey and sampling plan and access agreement:

- (1) **Minor Modifications:** Sampling quantities, depths, and activity durations are approximate only and are subject to modification in the field as necessary to achieve sampling goals.
- (2) **Major Modifications:** Changes in sampling strategy, such as using surface instead of subsurface sampling or excavations, are possible during the field sampling program. In the event that a major modification is required, the Laboratory and DOE **will** obtain the property owner's oral agreement and **will** follow up with written documentation of the changes within 10 workdays. The Laboratory, DOE, and the property owner will sign the written documentation to formalize the modification to the agreement.